

**DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES**

TRACKING NO.: 2019-345
With Confidential Attachment

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Allan Mak	Division:	Real Estate Services
Date Prepared:	December 9, 2019	Phone No.:	416-392-8159

Purpose To obtain authority to accept the Offer to Sell to the City of Toronto (the "**Offer**") from Ali Simaga and Fanta Mamadou Simaga (the "**Vendor**") for property located at 76 Coral Gable Drive.

Property The property known municipally as 76 Coral Gable Drive fronting on the north-west side of the road. The closest major intersection is Sheppard Avenue West and Weston Road. The subject property, being part of PIN 10310-0560 (LT) is shown on Location Map, attached hereto as Appendix "B" (the "**Property**").

- Actions**
1. Authority be granted to accept an Offer from the Vendor of the Property for an amount that is \$45,000 more than the estimated market value authorized by Item GM29.15 adopted by City Council on July 23, 24, 25, 26, 27 and 30, 2018, substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
 2. Authority be granted to publicly release the contents of Confidential Attachment 1 to the DAF following the closing of this purchase transaction.

Financial Impact The estimated costs to be incurred by the City in connection with this transaction is provided in Confidential Attachment 1 to this DAF.
Upon completion of the transaction, Parks, Forestry & Recreation will prepare cost estimates for demolition, park development, and operating impact for new parkland.

The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.

Comments Due to its size, age and cultural significance, the red oak tree at 76 Coral Gable Drive is recognized as a heritage tree under Forests Ontario's Heritage Tree Program. The tree is currently protected under the provisions of the City's Private Tree By-law. City staff do not have the authority under the bylaw to issue injury or destruction permits for heritage trees. Where a permit application is submitted for a heritage tree, the decision would be referred to City Council through Community Council by way of the Private Tree By-law appeal process.

At its meeting of July 23, 24, 25, 26, 27 and 30, 2018 City Council authorized the Deputy City Manager, Internal Corporate Services to negotiate the acquisition of 76 Coral Gable Drive, in consultation with the General Manager, Parks, Forestry and Recreation and the Toronto Office of Partnerships, subject to a successful arboricultural assessment of the 250 year old oak tree; and at least 50 percent of the determined market value being funded from private donations. The difference in the purchase price is attributable to the change in market value in the time between the negotiated transaction and the original estimate of market value.

Upon the City's execution of the Offer, the Toronto Office of Partnerships will begin the fundraising campaign per Toronto City Council's decision and direction. The campaign is expected to last a year and will be managed by the Toronto Office of Partnerships.

Upon acquisition of the property, Parks, Forestry and Recreation plans to convert the property into a local park with the oak tree as its primary feature. It is proposed that the existing detached house will be carefully demolished and the foundation backfilled in this conversion.

The Offer is considered fair, reasonable and reflective of market value, and it is recommended for acceptance substantially on the major terms and conditions set out in Appendix "A".

Terms See Appendix "A" for Terms

Property Details	Ward:	Ward 7 – Humber River-Black Creek
	Assessment Roll No.:	19 08 012 410 049 00
	Approximate Size:	N/A
	Approximate Area:	695 m ² ± (7,480.91 ft ² ±)
	Other Information:	N/A

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensors):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.
	<input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	<input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input checked="" type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates <input type="checkbox"/> (f) Objections/Waivers/Caution <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Councillor Anthony Perruzza					Councillor:			
Contact Name:	Matias de Dovitiis, Chief of Staff					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Advised (12/5/2019)					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Parks, Forestry and Recreation					Division:	Financial Planning		
Contact Name:	Jennifer Kowalski					Contact Name:	Filisha Jenkins		
Comments:	No objections (12/9/2019)					Comments:	No objections (12/9/2019)		
Division:	Toronto Office of Partnerships								
Contact Name:	Manjit Jheeta								
Comments:	No objections (12/9/2019)								
Legal Division Contact									
Contact Name:	Michele Desimone								

DAF Tracking No.: 2019-345	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Dec. 9, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	Dec. 10, 2019	Signed by Nick Simos

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M² or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix "A" – Terms & Conditions

Vendor:	Ali Simaga and Fanta Mamadou Simaga
Legal Description:	Parcel 16528, Section West York Lot 24, Plan 66M803 Subject to B38969 Twp of York/North York, City of Toronto
Deposit:	\$2.00
Condition Precedent:	The Vendor acknowledges and agrees that it is a condition precedent of the completion of this transaction that the City shall have received from fund raising efforts (and not from general revenue) the sum of Four Hundred and Thirty Thousand (\$430,000.00) Dollars within one (1) year after the acceptance, by the City, of the Offer, failing which the accepted Offer shall be at an end and the City will be released from all obligations.
Due Diligence Period:	Period of time ending at 11:59 PM on the Business Day next following 90 days after the date of satisfaction or waiver of the Condition Precedent. The City has the option in its sole discretion to extend the Due Diligence Period for a period not exceeding 60 days.
Requisition Period:	Period of time ending at 11:59 PM on the Business Day which is 20 days preceding the Closing Date.
Closing Date:	The Business Day next following 45 days after delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition or such earlier or later date as the parties through their solicitors may mutually agree upon.
Vacant Possession:	The Vendor shall deliver vacant possession of the property, all keys, and written disclosure of all access and security codes applicable to the Property upon closing.
Indemnity:	The Vendor releases and covenants that it shall at all times indemnify and save, defend and hold harmless the City and the City's officers, employees, agents, representatives and its elected and appointed officials, of and from any claims whatsoever, incurred by, made or brought against, suffered by or imposed on the City and the City's officers, employees, agents, representatives and its elected and appointed officials, or any of them, or their property, in respect of any loss, damage or injury to any person or any property directly or indirectly arising out of or resulting from or sustained by reason or on account of the breach of any warrant set out in the Offer.

Appendix "B" – Location of Subject Property

